

Document Title: PROTECTION OF PERSONAL INFORMATION (“POPI”), PRIVACY POLICY AND PRINCIPLES

Document number: KG-12-023 Revision 1

19 September 2017

PROTECTION OF PERSONAL INFORMATION (“POPI”), PRIVACY POLICY AND PRINCIPLES

1. Introduction

- 1.1 This Privacy Policy must be read in conjunction with the Master Terms and Conditions of Use on the KEEGOR GROUP (PTY) LTD and all of its affiliates, subsidiaries and related companies (collectively referred to as the “KEEGOR GROUP”).
- 1.2 KEEGOR GROUP respect Clients’ Privacy and will take reasonable measures to protect it, as more fully detailed below.
- 1.3 KEEGOR GROUP may require the Client to provide KEEGOR GROUP with personal information which includes but is not limited to company names and registration numbers, name and surname, email address, physical address, gender, mobile number and date of birth.
- 1.4 Should the Client’s personal information change, please inform KEEGOR GROUP and provide KEEGOR GROUP with the updates within 7 days to enable KEEGOR GROUP to update the Client’s personal information.
- 1.5 Clients may choose to provide additional personal information to KEEGOR GROUP, in which event Clients agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent the Client’s affiliation with anyone or anything.
- 1.6 KEEGOR GROUP ask each of its Clients to abide by all applicable laws, rules and regulations, as KEEGOR GROUP promise its Clients that KEEGOR GROUP will do ourselves. KEEGOR GROUP also recommend that each Client obtain all necessary consents from visitors to its website(s), post an online Privacy Policy that provides each visitor with notice of its data collection and provide a link to this Privacy Policy.

2. Client's consent

By using the KEEGOR GROUP Website and providing KEEGOR GROUP with the Client’s personal data, Clients consent to this transfer of the Client’s personal data. Subject to the below, KEEGOR GROUP will not, without the Client’s express consent, use the Client’s personal information for any purpose other than as set out below:

- 2.1 KEEGOR GROUP use that information for several purposes: to consider credit applications; to fulfill the Client’s request; to contact Clients if KEEGOR GROUP need to obtain or provide additional information; to verify the accuracy of our records; or to contact Clients regarding customer satisfaction surveys;

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- 2.2 in relation to the ordering, sale and delivery of Goods;
- 2.3 to contact Clients regarding current or new Goods or services or any other goods offered by KEEGOR GROUP or any of its Clients (unless Clients have opted out from receiving marketing material from KEEGOR GROUP);
- 2.4 to inform Clients of new features, special offers and promotional competitions offered by KEEGOR GROUP or any of its Clients (unless Clients have opted out from receiving marketing material from KEEGOR GROUP);
- 2.5 to improve our product, Services and Client’s selection and the Client’s experience on our Website by, for example, monitoring the Client’s browsing habits, or tracking the Client’s sales on the Website;
- 2.6 to provide online advertisers with third party independent statistics that help demonstrate the Website’s audience. This data may include demographics, industries, search engine referrals, affiliate referrals, traffic driven by banner ads or other online promotions, how visitors navigate around the site, the most popular websites or sections;
- 2.7 collect certain technical information, such as the browser version and operating system. KEEGOR GROUP aggregate all of the usage data from its Clients’ websites into a potential benchmarking solution that demonstrates their metrics to advertisers and other interested parties;
- 2.8 disclose the Client’s personal information to any third party other than as set out below:
 - 2.8.1 to our employees and/or third party service providers who assist KEEGOR GROUP to interact with Clients via our Website, email or any other method, for the ordering of Goods or when delivering Goods between Clients, and thus need to know the Client’s personal information in order to assist KEEGOR GROUP to communicate with Clients properly and efficiently;
 - 2.8.2 to our Clients (including their employees and/or third party service providers) in order for them to interact directly with Clients via email or any other method for purposes of sending Clients marketing material regarding any current or new goods or services, new features, special offers or promotional items offered by them (unless Clients have opted out from receiving marketing material from KEEGOR GROUP);
 - 2.8.3 to law enforcement, government officials, fraud detection agencies or other third parties when KEEGOR GROUP believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity, or to investigate violations of the Privacy Policy;
 - 2.8.4 to our service providers (under contract with KEEGOR GROUP) who help with parts of our business operations (fraud prevention, marketing, technology services, etc.). However, our contracts dictate that these service providers may only use the Client’s information in

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- connection with the services they perform for KEEGOR GROUP and not for their own benefit;
- 2.8.5 to our suppliers in order for them to liaise directly with Clients in the event of Clients submitting a warranty claim regarding any Goods Clients have purchased which requires their involvement.
- 2.9 From time to time, KEEGOR GROUP may also administer random “interactive pop-up” surveys to some Clients on their sites. These surveys request additional demographic, non-personally identifiable information. The Clients’ participation in a survey is always voluntary, and Clients therefore have a choice as to whether or not to provide the requested survey information. KEEGOR GROUP use the information collected in the survey, in conjunction with information gathered through cookies and code, in order to provide Clients with an even more detailed understanding of its target market.
- 2.10 Some voluntarily provided personally identifiable information may be captured; for example, when an email address or telephone number is incorporated into a survey for the potential awarding of a prize draw, or when the respondent has opted-in to possible follow up research. This information may be shared with entities or other Clients who in turn have agreed to adhere to this Privacy Policy.
- 2.11 KEEGOR GROUP are entitled to use or disclose the Client’s personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on KEEGOR GROUP, or to protect and defend our rights or property.
- 2.12 KEEGOR GROUP will ensure that all of our employees, third party service providers, divisions and partners (including their employees and third party service providers) having access to the Client’s personal information are bound by appropriate and legally binding confidentiality obligations in relation to the Client’s personal information.

3. Personal Information

KEEGOR GROUP will -

- 3.1 treat the Client’s personal information as strictly confidential, save where KEEGOR GROUP is entitled to share it as set out in this Policy;
- 3.2 take appropriate technical and organizational measures to ensure that the Client’s personal information is kept secure and is protected against unauthorized or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;

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- 3.3 provide Clients with access to the Client’s personal information to view and/or update personal details;
- 3.4 promptly notify Clients if KEEGOR GROUP become aware of any unauthorized use, disclosure or processing of the Client’s personal information;
- 3.5 provide Clients with reasonable evidence of our compliance with our obligations under this Policy on reasonable notice and request;
- 3.6 upon the Client’s request, promptly return or destroy any and all of the Client’s personal information in our possession or control, save for that which KEEGOR GROUP are legally obliged to retain;
- 3.7 KEEGOR GROUP will not retain the Client’s personal information longer than the period for which it was originally needed, unless KEEGOR GROUP are required by law to do so, or Clients consent to KEEGOR GROUP retaining such information for a longer period;
- 3.8 KEEGOR GROUP undertakes never to sell or make the Client’s personal information available to any third party other than as provided for in this Policy, unless KEEGOR GROUP are compelled to do so by law. In particular, in the event of a fraudulent online payment, KEEGOR GROUP is entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it;
- 3.9 Whilst KEEGOR GROUP will do all things reasonably necessary to protect the Client’s rights of Privacy, KEEGOR GROUP cannot guarantee or accept any liability whatsoever for unauthorized or unlawful disclosures of the Client’s personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence;
- 3.10 If Clients disclose the Client’s personal information to a third party, such as an entity which operates a website linked to this Website or anyone other than KEEGOR GROUP, KEEGOR GROUP WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED BY YOU AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION TO THE THIRD PARTY. This is because KEEGOR GROUP does not regulate or control how that third party uses the Client’s personal information. The Client should always ensure that it reads the Privacy Policy of any third party;
- 3.11 Retention Period: KEEGOR GROUP will retain the Client’s personal information for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or allowed by law;
- 3.12 Cross-Border Transfer: The personal information from Clients may be stored and processed in any country where KEEGOR GROUP have facilities or where the Goods from its Clients originate, and by using the Website, Clients consent to the transfer of information to

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countries outside of the Client’s country of residence, which have different data protection rules than in the Client’s country;

- 3.13 Children and Privacy: The KEEGOR GROUP Website does not offer information intended to attract children. KEEGOR GROUP do not knowingly solicit personal information from children under the age of 14;
- 3.14 Your right to access information: The Client have the right to request a copy of the personal information we hold about the Client. To do so, simply email KEEGOR GROUP on our contact details below and send a request to review the personal information or contact us at the numbers/addresses listed below and specify what information is required. KEEGOR GROUP will take all reasonable steps to confirm the Client’s identity before providing details of its personal information. Please note that any such access request may be subject to a payment of a legally allowable fee;
- 3.15 Correction of information: The Client has the right to ask KEEGOR GROUP to update, correct or delete its personal information. The Client may do this by contacting KEEGOR GROUP at the numbers/addresses provided below. KEEGOR GROUP will take all reasonable steps to confirm the Client’s identity before making changes to personal information we may hold about it;
- 3.16 KEEGOR GROUP’s POPI contacts: If the Client have questions about this Policy, believe KEEGOR GROUP has not adhered to it, need further information about our privacy practices, wish to give or withdraw consent, exercise preferences, access or correct personal information, please contact KEEGOR GROUP at the following numbers/addresses:
- 3.16.1 Name and surname of contact person: Ms. Michelle Austin;
- 3.16.2 Email: michelle@keegor.co.za;
- 3.16.3 Website: www.keegor.co.za / www.keegor.com

4. Security

- 4.1 KEEGOR GROUP use reasonable organizational, technical and administrative measures to protect personal information under its control. Unfortunately, no data transmission over the Internet or data storage system can be guaranteed to be 100% secure.
- 4.2 If Clients have reason to believe that the Client’s interaction with KEEGOR GROUP is no longer secure (for example, if Clients feel that the security of any account Clients might have with KEEGOR GROUP has been compromised), please immediately notify KEEGOR GROUP of the problem by contacting KEEGOR GROUP in accordance with the “Contact Us” section.

5. Cookies

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- 5.1 This Website makes use of “cookies” to automatically collect information and data through the standard operation of the Internet servers. “Cookies” are small text files a website can use (and which KEEGOR GROUP may use) to recognize repeat Clients, facilitate the Client’s on-going access to and use of a website and allow a website to track usage behavior and compile aggregate data that will allow the website operator to improve the functionality of the website and its content.
- 5.2 The type of information collected by cookies is not used to personally identify Clients. If Clients do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows Clients to deny or accept the cookie feature.
- 5.3 Please note that cookies may be necessary to provide Clients with certain features available on our Website, and thus if Clients disable the cookies on the Client’s browser Clients may not be able to use those features, and the Client’s access to our Website will therefore be limited. If Clients do not disable “cookies”, Clients are deemed to consent to our use of any personal information collected using those cookies.

6. Changes to the Privacy Policy

- 6.1 KEEGOR GROUP may, in its sole discretion, change any of the terms and conditions of this Privacy Policy at any time. It is the Client’s responsibility to regularly check the Privacy Policy and make sure that Clients are satisfied with the changes. Should a Client not be satisfied, Clients must not place any further orders on, or in any other way use, the Website.
- 6.2 Any such change will only apply to the Client’s use of this Website after the change is displayed on the Website. If Clients use the Website after such amended Privacy Policy, Clients will be deemed to have accepted such changes.

7. Electronic communications

- 7.1 When Clients visit the Website, or send emails to KEEGOR GROUP, Clients consent to receiving communications from KEEGOR GROUP or any of our Clients electronically in accordance with our Privacy Policy.

8. Disclaimer

- 8.1 The use of the Website is entirely at the Client’s own risk and Clients assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.

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- 8.2 Whilst KEEGOR GROUP takes reasonable measures to ensure that the content of the Website is accurate and complete, KEEGOR GROUP makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website. If any such representations or warranties are made by KEEGOR GROUP’s representatives, KEEGOR GROUP will not be bound thereby.
- 8.3 KEEGOR GROUP disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with the Client’s access to or use of the Website and/or any content therein unless otherwise provided by law.
- 8.4 Although Goods sold from the Website by Clients may, under certain specifically defined circumstances, be under warranty, the Website itself and all information provided on the Website is provided “as is” without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.
- 8.5 Any views or statements made or expressed on the Website are not necessarily the views of KEEGOR GROUP, its directors, employees and/or agents.
- 8.6 In addition to the disclaimers contained elsewhere on the Website or in this Privacy Policy, KEEGOR GROUP also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of the Client’s computer system, computer network, hardware or software in any way. The Client accepts all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or the Client’s hardware or software, save where such risks arise due to the gross negligence or willful misconduct of KEEGOR GROUP, its employees, agents or authorised representatives. KEEGOR GROUP thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in in connection with the Client’s access to or use of the Website.

9. Limitation of liability

- 9.1 KEEGOR GROUP cannot be held liable for any inaccurate information published on the Website and/or any incorrect prices displayed on the Website, save where such liability arises from the gross negligence or willful misconduct of KEEGOR GROUP, its employees,

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agents or authorised representatives. Clients are encouraged to contact KEEGOR GROUP to report any possible malfunctions or errors by way of email.

9.2 KEEGOR GROUP WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES WHICH MIGHT ARISE FROM YOUR USE OF, OR RELIANCE UPON, THE WEBSITE OR THE CONTENT CONTAINED IN THE WEBSITE; OR YOUR INABILITY TO USE THE WEBSITE, AND/OR UNLAWFUL ACTIVITY ON THE WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE.

9.3 YOU HEREBY INDEMNIFY KEEGOR GROUP AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF THIS WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE.

10. Availability and termination

10.1 KEEGOR GROUP will use reasonable endeavors to maintain the availability of the Website, except during scheduled maintenance periods, and are entitled to discontinue providing the Website or any part thereof with or without notice to Clients.

10.2 KEEGOR GROUP may in its sole discretion terminate, suspend and modify this Website, with or without notice to Clients. You agree that KEEGOR GROUP will not be liable to Clients in the event that it chooses to suspend, modify or terminate this Website other than for processing any orders made by Clients prior to such time, to the extent possible.

10.3 If Clients fail to comply with the Client’s obligations under this Privacy Policy, including any incident involving payment of the price of an order for any Goods from other Clients, this may (in our sole discretion with or without notice to Clients) lead to a suspension and/or termination of the Client’s access to the Website without any prejudice to any claims for damages or otherwise that KEEGOR GROUP or the other Client may have against Clients.

10.4 KEEGOR GROUP is entitled, for purposes of preventing suspected fraud and/or where it suspects that Clients are abusing the Website and/or have created multiple Client profiles to take advantage, to blacklist Clients on its database (including suspending or terminating the Client’s access to the Website), refuse to accept or process payment on any order, and/or to cancel any order concluded between Clients and KEEGOR GROUP, in whole or in part, on notice to Clients and accepts no liability which may arise as a result of such blacklisting and/or refusal to process any order for the KEEGOR GROUP services or through a Client.

11. Governing law and jurisdiction



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- 11.1 This Privacy Policy and our relationship and/or any dispute arising from or in connection with the Privacy Policy will be governed and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 Your continued use of the Website will constitute the Client’s consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of the Privacy Policy.
- 11.3 In the event of any dispute arising between Clients and KEEGOR GROUP, Clients hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Gauteng Division, Johannesburg) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.
- 11.4 Nothing in this clause or the Privacy Policy limits the Client’s right to approach any court, tribunal or forum of competent jurisdiction in terms of the POPI or CPA.

12. Notices

- 12.1 KEEGOR GROUP hereby selects 10 Leicester Road, Benoni Industrial Sites as its address for the service of all formal notices and legal processes in connection with the Privacy Policy (“legal address”). KEEGOR GROUP may change this address from time to time by updating the Privacy Policy.
- 12.2 You hereby select the physical address specified with the Client’s invoice as the Client’s legal address, but Clients may change it to any other physical address by giving KEEGOR GROUP not less than 7 days’ notice in writing.
- 12.3 Notices must be sent either by hand, prepaid registered post, telefax or email. All notices sent -
 - 12.3.1 by hand will be deemed to have been received on the date of delivery;
 - 12.3.2 by prepaid registered post, will be deemed to have been received 10 days after the date of posting;
 - 12.3.3 by telefax or email before 16h30 on a business day will be deemed to have been received, on the date of successful transmission of the telefax or email. All telefaxes or emails sent after 16h30 or on a day which is not a business day will be deemed to have been received on the following business day.

13. General

- 13.1 Any failure on the part of Clients or KEEGOR GROUP to enforce any right in terms hereof will not constitute a waiver of that right.



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- 13.2 If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
- 13.3 No indulgence, extension of time, relaxation or latitude which any party (the “grantor”) may show grant or allow to the other (the “grantee”) will constitute a waiver by the grantor of any of the grantor’s rights and the grantor will not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.
- 13.4 No other warranty or undertaking is valid, unless contained in this document between the parties.



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REVISION

ISSUE	CHANGES	DATE
1	Initial Issue	19/09/2017

AUTHORISED BY			
Name	Title	Signature	Date
Zenovia Ally	H R Manager		19/09/2017
Michelle Austin	Financial Director		19/09/2017

PROCEDURE/POLICY MAY NOT BE REVISED UNLESS APPROVED BY QUALITY DEPARTMENT